

**REQUEST FOR APPLICATION #9001-21
SNAP Nutrition Education**

RFA Posted	February 2, 2018		
Questions Due	February 19, 2018 at 5:00 p.m.		
Applications Due	March 19, 2018 at 5:00 p.m.		
Anticipated Notice of Award	May 22, 2018		
Anticipated Performance Period for RFA	October 1, 2018 – September 30, 2021		
Service	Supplemental Nutrition Assistance Program (SNAP) Nutrition Education		
Issuing Agency	North Carolina Department of Health and Human Services Division of Social Services		
E-mail Applications and Questions to	Connie Dixon	Email	Connie.dixon@dhhs.nc.gov

THIS REQUEST FOR APPLICATIONS (RFA) advertises the Division's need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as specified below.

THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT: (1) he or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) the Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; (3) this Application shall be valid for 60 days after the end of the application period in which it is submitted.

To Be Completed By Contractor:

Contractor Name:	
Contractor's Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Name & Title of Authorized Representative:	DUNS Number:
Signature of Authorized Representative:	Date:

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application accepted and Contract # _____ awarded on _____. The Contract shall begin on _____, and shall terminate on _____.

By: _____
 Signature of Authorized Representative Printed Name of Authorized Representative Title of Authorized Representative

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1.0 **INTRODUCTION**

SNAP-Ed is a federal/state partnership that supports nutrition education for persons eligible for the Supplemental Nutrition Assistance Program (SNAP), in North Carolina this program is called Food and Nutrition Services (FNS). State Human Services are eligible to conduct nutrition education through their SNAP program, and be reimbursed for 100% of the cost by the USDA Food and Nutrition Services to deliver SNAP-Ed. States use contractors such as land-grant and other universities, public health organizations, food banks, tribal programs and local health departments to administer the SNAP Nutrition Education and Obesity program.

SNAP-Ed supports SNAP's role in addressing food insecurity. It is central to SNAP's efforts to improve nutrition and prevent or reduce diet-related chronic disease and obesity among SNAP recipients. The SNAP-Ed requirements mandated by the Food and Nutrition Act (FNA) under Section 28 complement and address the Food and Nutrition Service (FNS) mission and the goal and focus of SNAP-Ed. FNA Section 28 may be found online at: <https://www.gpo.gov/fdsys/pkg/FR-2013-04-05/pdf/2013-07602.pdf>

1.1 **PURPOSE**

The purpose of Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) is to improve the likelihood that persons eligible for SNAP will make healthy food choices within a limited budget and choose physically active lifestyles consistent with current Dietary Guidelines for Americans and the USDA food guidance. For complete information on the Dietary Guidelines for Americans, please refer to the USDA Center for Nutrition Policy and Promotion's (CNPP) Web site at <http://www.cnpp.usda.gov>.

The SNAP-Ed Program is intended to serve SNAP participants, low-income individuals eligible to receive SNAP benefits or other means-tested Federal assistance programs, and individuals residing in communities with a significant low-income population.

SNAP-Ed focus is:

- Implementing strategies or interventions, among other health promotion efforts, to help the SNAP-Ed target audience establish healthy eating habits and a physically active lifestyle;
- Primary prevention of diseases to help the SNAP-Ed target audience that has risk factors for nutrition-related chronic disease, such as obesity, prevent or postpone the onset of disease by establishing healthier eating habits and being more physically active.

The SNAP-Ed Guiding Principles characterize FNS's vision of quality nutrition education and address the nutrition concerns and food budget constraints faced by those eligible for SNAP. These Guiding Principles reflect the definitions of nutrition education and obesity prevention services and evidence-based interventions that stem from the FNA. The SNAP-Ed Guiding Principles may be found online at:

<http://snap.nal.usda.gov/snap/Guidance/GuidingPrinciples2015.pdf>

1.2 **BACKGROUND**

North Carolina Department of Health and Human Services (DHHS) is responsible for ensuring the health, safety and well-being of all North Carolinians, providing human service needs for special populations and helping underprivileged North Carolinians achieve economic independence. DHHS touches the lives of most North Carolinians from birth to elderly aged individuals.

The Nutrition Education and Obesity Prevention Grant Program began in 1988 in Brown County, Wisconsin. A cooperative extension staff from the University of Wisconsin discovered by committing state and local funding and contracting with the State SNAP agency, an equal amount of federal funds could be secured to expand the reach of nutrition education to low-income individuals and families. Other universities soon followed and by

1992, seven states conducted SNAP-Ed. By 2004, land-grant universities and colleges were conducting SNAP-Ed in all 50 states, either independently or in cooperation with other contractors, and accounted for the majority of state and local financial support of SNAP-Ed.

The United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) seeks to reduce hunger and food insecurity, in partnership with cooperating organizations, by providing low-income families' access to food and a healthy diet through nutrition education and food assistance programs that supports American agriculture. FNS reimburses state SNAP Implementing Agencies 100% of program costs and provides federal oversight to nutrition education within SNAP.

The SNAP-Ed plan uses strategies with educational messages encouraging making half your plate fruits and vegetables, at least half whole grains, fat free/low fat milk products, increasing physical activity, and age appropriate caloric balance. Nutrition education focuses on themes from the key messages with a tie-in on how it relates to obesity and its effects.

The plan uses evidence-based strategies such as “Cooking Matters”, “Color Me Healthy”, and “Let’s Move! Child Care Initiative”, and “Rethink Your Drink/ Reduce Your Sugary Drink”. Other strategies include cooking classes and helping plan community gardens based on a socio-ecological model and considering cognitive development, socioeconomic, environmental, and cultural factors.

States must meet SNAP-Ed statutory, regulatory, and policy recommendations including:

- Implementing policy, systems, and environmental change (PSE) approaches, such as multi-level interventions and community and public health approaches in addition to individual or group-based (direct) nutrition education, to deliver effective, evidence-based nutrition education and obesity prevention programming.
- Coordinating with and complementing nutrition education and obesity prevention services delivered in other U.S. Department of Agriculture (USDA) nutrition and education programs, as well as other federal nutrition and education programs.
 - Programs for partnership include the Expanded Food and Nutrition Education Program (EFNEP), the Food Distribution Program on Indian Reservations (FDPIR), the Commodity Supplemental Food Program (CSFP) and the National School Lunch Program (NSLP), among others.
- Partnering with other national, State, and local initiatives to further the reach and impact of SNAP-Ed activities.
 - Developing and enhancing partnerships is critical to instituting multi-level interventions and community and public health approaches in communities.
- Evaluating SNAP-Ed interventions using evaluation indicators across the Social-Ecological Model, such as those identified in FNS’s [SNAP-Ed Evaluation Framework](#) (page 37) that are specific to each intervention and the overall plan’s impact using appropriate outcome measures and indicators.

Applications must include **only** behaviorally focused, evidence-based nutrition education and obesity prevention interventions/projects that are consistent with FNS’ mission and the goal and focus of SNAP-Ed.

Policy guidance, and plan procedures for the SNAP Nutrition Education and Obesity Grant Program can be found online at: <https://snaped.fns.usda.gov/snap/Guidance/FY2018SNAP-EdPlanGuidance.pdf>

USDA SNAP-Ed key Behavioral Outcomes

States are encouraged by USDA/FNS to focus efforts on the following behavioral outcomes in order to magnify the impact of SNAP-Ed:

- Prevent and/or reduce overweight and obesity through improved eating and physical activity behaviors.
- Control total calorie intake to manage body weight. For people who are overweight or obese, this will mean consuming fewer calories from foods and beverages.
- Increase physical activity and reduce time spent in sedentary behaviors as part of a healthy lifestyle; and
- Maintain appropriate calorie balance during each stage of life- childhood, adolescence, adulthood, pregnancy and breastfeeding, and older age.

State Level Goals

- Establish healthy eating habits.
- Eat a healthy diet every day, including fruits, and vegetables, whole grains, fat-free or low-fat milk products and seafood.
- Increase obesity prevention activities—maintain a physically active lifestyle.
- Balance caloric intake from food and beverages with calories expended.
- Plan easy, healthy meals and choose healthy snacks.

State Level Objectives

- Participants will improve dietary habits and increase physical activity.
- Participants will show improvement in making healthy food choices.
- Participants will demonstrate increase in knowledge of healthy food choices and the benefits that result from improvements in daily diet.
- Participants will demonstrate increased knowledge of the benefits of physical activity and strategies for reducing inactivity.
- Participants will learn to plan easy, healthy meals and choose healthy snacks.

North Carolina Deliverables (Implementation Measure/Output)

The estimated number of children/adults that exhibit behavioral change/improvement in:

- Dietary habits and increase physical activity.
- Making healthy food choices.
- Demonstrate increase in knowledge of healthy food choices and the benefits that result from improvements in daily diet.
- Demonstrate increased knowledge of the benefits of physical activity and strategies for reducing inactivity.
- Learn to plan easy, healthy meals and choose healthy snacks.

North Carolina Behavioral Outcomes (Performance Indicator/Outcome)

The percentage of children/adults who:

- Establish healthy eating habits.
- Eat a healthy diet every day, including fruits, and vegetables, whole grains, fat-free or low-fat milk products and seafood.
- Increase obesity prevention activities—maintain a physically active lifestyle.
- Balance caloric intake from food and beverages with calories expended.
- Plan easy, healthy meals and choose healthy snacks.

SMART Format

The SNAP-Ed Guidance requires using the SMART format when creating goals. These are:

- Specific
- Measurable
- Achievable
- Realistic
- Timely

See [Attachment A](#) for additional information.

Target Population Served

The SNAP-Ed Guidance identifies the target audience for SNAP-Ed as SNAP participants and low-income individuals eligible to receive SNAP benefits or other means-tested Federal assistance programs, such as Medicaid, Temporary Assistance for Needy Families (TANF), as well as individuals residing in communities with a significant low-income population.

Audience Served

Audience
WIC, TANF, and Child and Adult Care Food Program Participants
Preschools, Head Start Centers
Latinos/Hispanics
Elementary and Middle Schools with 50% or more receiving reduced lunch
Senior Centers

Primary Counties Served

Statewide

1.3 LETTER OF INTENT AND QUESTIONS

All applicants must submit a signed letter of intent on applicant's letterhead via email to Connie Dixon at connie.dixon@dhhs.nc.gov by February 16, 2018. In addition, the letter must include the following information:

- Legal name of the agency or organization;
- Mailing address, phone number, and fax number of the agency or organization;
- Intent to respond to this RFA;
- Counties to be served; and
- Name, title, and email address of the person who will coordinate application submission.
- RFA# and deadline for receipt of application
- Signed and Dated by Project Director

Confirmation of receipt will be provided via email by the NC SNAP-Ed staff.

Applicants will be able to submit questions regarding the RFA by February 19, 2018 at 5:00 p.m. to Connie Dixon at connie.dixon@dhhs.nc.gov. Questions shall only be accepted via email for tracking purposes. Please send questions as soon as possible for due consideration. Answers to all questions received will be posted on February 23, 2018 on the NC DSS public notice site: <http://www2.ncdhhs.gov/dss/pubnotice/>.

2.0 **ELIGIBILITY**

Applications are invited from public and non-profit organizations such as universities and colleges, public health departments, Indian Tribal Organizations, food banks/pantries and other non-profit health agencies/organizations that are able to provide required services to the target audience and meet the following requirements:

- Applicants have completed registration with the Secretary of State. For more information, visit: <https://www.secretary.state.nc.us/corporations/feenpc.aspx>.
- Applicants and subcontractors must follow E-Verify requirements found in HB786 (<http://www.ncga.state.nc.us/gascripts/BillLookup/BillLookup.pl?Session=2013&BillID=hb+786>). This requires contractors and the contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the General Statutes (http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByArticle/Chapter_64/Article_2.html).
- Applicants' Internal Revenue Service (IRS) exemption letter must be current within five years.
- Applicants' Employer Identification Number (EIN), IRS tax exemption status documents, and registration with the Secretary of State must be consistent with both the name of agency and the EIN provided.

Applicants that receive this award for SNAP-Ed services will also be subject to a pre-award risk assessment, per 1CFR Title 2 200.205: http://www.ecfr.gov/cgi-bin/text-idx?SID=9488ab373262441562fad70c1c91ddfc&node=se2.1.200_1205&rgn=div8.

NC DSS is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, therefore, must ensure that all contractors are in compliance with HIPAA. Applicants that receive this award must provide verification that they have and are implementing policies and procedures which address HIPAA requirements, specifically protected health information and breach of confidentiality. Please refer to the following links for more information:

<https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-80/man/>

<https://files.nc.gov/ncdit/documents/files/SISM-2-2016.pdf>

Additionally, to be eligible for this project the applicant must have successfully demonstrated experience in assisting with the education of SNAP eligibles and shall incorporate at least two of the following approaches:

- Individual, or group-based education, health promotion, and intervention strategies.
- Comprehensive, multi-level interventions as multiple complementary organizational and institutional levels.
- Community and public health approaches to prevent obesity and improve nutrition.
- Develop innovative or improved benefit redemption systems that could be replicated or scaled.

Potential applicants must have the administrative capacity and financial stability to administer the funds if awarded as evidenced by your most recent financial statement/audit. Recipients of funds must follow the State agencies rules and regulations, as well as the SNAP-Ed Guidance policies and regulations. **USDA's FNS will make the final decision on all allowable/unallowable costs, and which program activities support the delivery of SNAP-Ed.**

Failure to meet all eligibility criterion may result in the application being excluded from consideration or, even though an application may be reviewed, will preclude DHHS from making an award.

Private for-profit organizations/agencies are excluded from funding.

Only ONE application per agency will be accepted.

3.0 AWARD INFORMATION

The method for determining State SNAP-Ed allocations is based on North Carolina's share of SNAP-Ed expenditures in addition to North Carolina's share of SNAP participation. For FY 2018 and each year thereafter, the ratio of expenditures to participation is a 50/50 weighting of expenditures to participation.

The anticipated award amount for North Carolina for Federal Fiscal Year 18-19 is \$7,939,000.

ESTIMATED NUMBER OF AWARDS

North Carolina's SNAP-Ed program does not have an estimated number of awards at this time. Awards will be based on the number of applications and funding availability received and approved by the review committee.

ADDITIONAL FEDERAL FUNDING REQUIREMENTS

The Vendor, if selected, shall maintain an active record in the federal government's System for Award Management (SAM). The data which the Vendor had entered in the federal government's Central Contractor Registration (CCR) system has been migrated to SAM. To maintain an active SAM record, the record must be updated no less than annually. To update the record in SAM, the Vendor must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

Federal Award Identification Number: 18165NC4062514 and 19165NC4062514

Federal Award Date: FFY 2018 and FFY 2019

Sub award Period of Performance: October 1, 2018 – September 30, 2019

Total Amount of the Federal Award: \$98,902,746

Federal Award Project Description: SNAP Nutrition Education Program

Federal Awarding Agency: United States Department of Agriculture

Pass-through Entity: FSP/SNAP, NC Department of Health and Human Services, Division of Social Services

CFDA Number: 10.561

CFDA Name: State Administrative Matching Grants for Food Stamp Program

Is award R&D: No.

3.2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

As a sub-recipient of federal funds, each selected grant recipient will be required to provide certain information required by the Federal Funding Accountability and Transparency Act (FFATA), including the organization's DUNS number. Please see <https://fedgov.dnb.com/webform> for free registration. Additional information about FFATA is available at <https://www.fsrs.gov/>.

4.0 **ACRONYMS AND DEFINITIONS**

CFDA – Catalog of Federal Domestic Assistance
 CFR – Code of Federal Regulation
 EARS - Education and Administrative Reporting System
 FNS - Food and Nutrition Services
 FSP – Food Stamp Program
 NC DSS – North Carolina Division of Social Services
 PSE - Policy, systems, and environment
 SNAP - Supplemental Nutrition Assistance Program
 SOW – Scope of Work

See [Attachment B](#) for definitions.

5.0 **TEMPLATE 2: SNAP-ED STATE GOALS, OBJECTIVES, PROJECTS, CAMPAIGNS, EVALUATION AND COLLABORATION**

Template 2 is a USDA document that outlines information needed to fully understand the contractor's SNAP-Ed projects/interventions to be implemented. A project means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population. Interventions are a specific set of evidence-based, behaviorally-focused activities and/or actions to promote healthy eating and active lifestyles.

All projects and interventions must be evidence-based as required by the FNA and The SNAP Promotion Final Rule.

5.1 **PERFORMANCE MEASURES CHART**

The Performance Measures Chart captures Key Performance Indicators that are reflected in Template 2 as well as additional information required by NC DSS for contracting purposes. Instructions are included in the document regarding information applicant is required to provide.

5.2 **SCOPE OF WORK**

The Scope of Work document is used by NC DSS for performance based contracting. It contains relevant contractor information, services to be provided, background information, contract purpose, performance requirements, performance standards, performance monitoring/quality assurance plan and reimbursements. Instructions are included in the document regarding information applicant is required to provide.

NOTE: The SOW document contains standard language that cannot be revised. This document will become a part of the final executed contract if awarded.

5.3 **PROGRAMMATIC REQUIREMENTS AND PRIORITIES**

This RFA/Project shall educate the SNAP eligibles regarding how to plan nutritional meals and enjoy physical active lives; thereby, reducing health care costs. To be selected for the project, the agency or partner must be a non-profit firm that has demonstrated experience in assisting with SNAP-Ed services. The contractor shall incorporate one or more of the following approaches:

- Individual, or group-based education, health promotion, and intervention strategies;
- Comprehensive, multi-level interventions as multiple complementary organizational and institutional levels; and
- Community and public health approaches to prevent obesity and improve nutrition.

- Develop innovative or improved benefit redemption systems that could be replicated or scaled.

5.4 CONTRACTOR RESPONSIBILITIES

Upon notice of contract award, the Contractor shall provide the services as described in the Scope of Work. The Contractor agrees to abide by all applicable State and Federal SNAP/FNS laws, regulations, rules, policies, and procedures.

5.5 PERFORMANCE STANDARDS AND EXPECTATIONS

The applicant shall adhere to all Performance Standards as described in the Scope of Work.

5.6 REPORTING REQUIREMENTS

The applicant shall adhere to the Performance Standards and Performance Monitoring/Quality Assurance Plan as described in the Scope of Work.

5.7 CONTRACTOR QUALIFICATIONS AND CAPACITY

The applicant must have the administrative capacity and financial stability to administer the funds if awarded and must follow the State agencies rules, guidelines and regulations, as well as the SNAP-Ed Guidance policies and regulations.

6.0 DIVISION RESPONSIBILITIES

The Division shall pay the Contractor in the manner and amount specified according to the executed contract from the RFA.

Division staff will be available for consultation during normal business hours (Monday through Friday, except for State Holidays, 8:00 to 5:00 p.m. Eastern Time).

6.1 PERFORMANCE OVERSIGHT

The Division will provide technical assistance, monitoring and evaluation of the contractor's performance and will respond to all inquiries written, by telephone or email within 5 business days.

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins October 1, 2018 (or upon contract execution) and ends September 30, 2019. The RFA extends through September 30, 2021, up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions.

8.0 BUDGET

The Applicant shall submit a line-item budget outlining the proposed use of funds for year one only. Budget amounts should be limited to those costs that are essential to the core mission of the program for the contract period and that are allowable in relation to rules governing the source of funds and the method of reimbursement.

Applicants are required to submit a contract budget narrative providing detailed justification for each line item.

The Applicant shall not use any other tables or forms, nor modify the contents of the Contract Budget -6844S excel workbook or the Contract Budget Narrative document.

The RFA line item budget shall constitute the total cost to the Division for complete performance in accordance with the requirements and specifications herein, including all applicable expenses such as administrative cost. Contractor shall not invoice for any amounts not specifically allowed for in the line item budget of this RFA.

INDIRECT COST

Indirect Cost Rate is a rate typically computed by summing all indirect costs then dividing the total by the Modified Total Direct Costs. The resulting percentage is applied to each grant to determine its share of the indirect or overhead costs. Indirect cost rates shall be documented through an indirect cost allocation plan that is approved by a cognizant agency.

Indirect costs (also called overhead costs) are determined through a variety of rates or “cost allocation plans” that detail how the costs are to be shared by the funding agencies.

Indirect costs may be claimed by grantee for the cost of activities operated by sub-grantees. Indirect cost rates are normally computed through a process where all indirect costs are added together and then divided by the Modified Total Direct Costs.

New contractors are required to provide a copy of their IRS Tax Exempt Status Letter which must be dated within the last five years. If you currently contract with North Carolina Health and Human Services, a tax-exempt letter dated within the last five years must be on file.

COST ALLOCATION PLAN

The purpose of a cost allocation plan is to summarize, in writing, the methods and procedures used to allocate costs to various programs, grants, contracts and agreements. A Cost Allocation Plan (CAP) is not the Indirect Cost Plan; however, a CAP may be included as part of the Indirect Cost Plan.

ALLOWABLE COST

For cost charged to SNAP-Ed to be allowable, they must be valid obligations of the State, local government or sub-grantee, and must support activities in the approved SNAP-Ed Plan. An allowable cost must:

- Support an activity within the scope of SNAP-Ed
- Conform to Federal Government-wide and SNAP-specific cost principles; and
- Conform to Government-wide and SNAP specific rules for specific items of cost.

The diversity of SNAP nutrition education and obesity prevention activities makes it impossible to compile a comprehensive listing of all allowable and unallowable costs. **USDA will make all final judgments on what activities support the delivery of SNAP-Ed.**

Refer to pages 93-120 of the SNAP-Ed Guidance for detailed information on allowable and unallowable costs. This list is NOT all inclusive. USDA reserves the right to determine allowable/unallowable costs.

9.0 INVOICING AND REIMBURSEMENT

The applicant shall adhere to Reimbursements as described in the Scope of Work. If applicant is awarded funding, NC DSS will provide an automated DSS-1571 Invoice for submission of monthly invoices.

10.0 THE SOLICITATION PROCESS

The following is a general description of the process by which agencies or organizations will be selected to complete the goal or objective.

- 1) RFAs are being sent to prospective agencies and organizations.
- 2) Written questions concerning the RFA specifications will be received until the date specified on the cover sheet of this RFA. A summary of all questions and answers will be posted on the RFA web site.
- 3) Applications will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
- 4) All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the RFA. Faxed applications will not be accepted.
- 5) At that date and time, the applications from each responding agency and organization will be logged in.
- 6) At their option, the evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
- 7) Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
- 8) Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

11.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS

- 1) Award or Rejection
All qualified applications will be evaluated and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful Contractors will be notified by May 22, 2018.
- 2) Decline to Offer
Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.
- 3) Cost of Application Preparation
Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organizations sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.
- 4) Elaborate Applications
Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
- 5) Oral Explanations
The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.
- 6) Reference to Other Data
Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.
- 7) Titles
Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
- 8) Form of Application
Each application must be submitted on the form provided by the funding agency, which will become the funding agency's Performance Agreement (contract).
- 9) Exceptions
All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies

- and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).
- 10) Advertising
In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.
 - 11) Right to Submitted Material
All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.
 - 12) Competitive Offer
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
 - 13) Agency and Organization's Representative
Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.
 - 14) Subcontracting
Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.
 - 15) Proprietary Information
Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
 - 16) Participation Encouraged
Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.
 - 17) Contract
The Division will issue a contract to the recipient of the grant that will include their application.
 - 18) Federal Certifications
Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. The Federal Certifications is included in this RFA (see Appendix B).

Please be advised that successful Contractors may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization's status. Also, the contract may include assurances the successful Contractor would be required to execute when signing the contract.

12.0 APPLICATION CONTENT AND INSTRUCTIONS

Contractors shall populate all attachments of this RFA that require the Contractor to provide information and include an authorized signature where requested. Contractor RFA responses shall include the following items and those attachments should be arranged in the following order: Number each page consecutively.

Links to Required Documents and Certifications listed below can be found in [Appendix B](#).

A. RFA Cover Page

All fields must be completed and signed by an authorized official of the Contractor organization.

B. Template 2

This template provides detailed information regarding the proposal and the initial impression it gives will be critical to the success of the project(s) as well as USDA funding approval.

For additional information regarding completing Template 2, refer to SNAP-Ed Guidance at: <https://snaped.fns.usda.gov/snap/Guidance/FY2018SNAP-EdPlanGuidance.pdf>

Complete Template 2 from Appendix B.

C. Scope of Work

The Scope of Work summary should be prepared after Template 2 has been developed in order to capture the key points necessary to communicate the objectives of the project/intervention.

Complete Scope of Work from Appendix B.

D. Performance Measure Chart

The Performance Measure Chart captures your agency's outputs and outcomes according to Key Performance Indicators reflected in Template 2.

Complete the Performance Measure Chart as instructed from Appendix B.

E. Organization Background Capacity and Qualifications

- 1) Board Member Profile
- 2) Anticipated Revenue Summary Form
- 3) Funding Chart

Complete above documents from Appendix B.

NOTE: These documents are not required for other North Carolina state departments, local government agencies, universities or school systems (excludes private schools)

F. Contract Budget, Contract Budget Narrative and Other Required Documents

Line Item Budget and Budget Narrative. Every item that appears in the budget should be explained clearly, so the evaluator/ reviewer will understand it. The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project. The Budget Narrative is the justification of 'how' and/or 'why' a line item helps to meet the program deliverables. It is also used to determine if the cost in the contract are reasonable and permissible.

- Complete Line Item Budget (Contract Budget-6844S) from Appendix B. See Contract Budget-6844S Instructions for guidance.
- Complete Contract Budget Narrative document from Appendix B. See Contract Budget Narrative Sample for guidance.
- Indirect Cost Rate Plan – Attach a copy of contractor agency Indirect Cost Rate Plan dated within the last five years if budgeting indirect costs.

- Indirect Cost Declination Letter – Attach a statement on agency letterhead if declining the 10% deminis offered through OMB circular part 200.
- Cost Allocation Plan
 - See [Attachment E](#) for a Cost Allocation Plan Sample
 - See Appendix B for Cost Allocation Plan Certification

G. Staffing

- A job description for each position listed in the Contract Budget-6844S is required. Job description title must match and clearly outline duties specific to the project proposal. Administrative FTEs and program delivery FTEs must be appropriate for described activities.

Attach one consolidated document listing all job descriptions.

- An organizational chart identifying the personnel who will be assigned to work on the project.

Attach an Organizational Chart.

H. Signature Authority Documentation – Provide documentation on agency letterhead of individuals authorized to sign contract related and financial related documents.

I. Letters of support from key partners and proposed sub awardees.

J. Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from [Appendix A](#)). These Terms and Conditions will become a part of the contract if funds are awarded to your agency.

K. All applicable Certifications/Documents from Appendix B.

Submit complete Application, including signature of authorized representative **no later than 5:00 p.m. on March 19, 2018** as follows:

1. Email an electronic copy of all required documents to Connie Dixon, at connie.dixon@dhhs.nc.gov.
2. Mail one original and two hard copies to: Connie Dixon, Program Coordinator, 2420 Mail Service Center, Raleigh, NC 27699-2420. Hard copies can be delivered to, 820 South Boylan Avenue, Hargrove Building, Raleigh, NC 27603.

Each document in Appendix B must be returned as a separate file. Documents requiring a signature must be signed in blue ink and may be returned as a PDF file. All other documents must be returned in the original format (excel, word).

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

The applicant's proposal must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria shall be disqualified from consideration.

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section	YES	NO
1	Was the contractor's application received by the deadline specified in the RFA?			
2	Vendor proposal includes all required affirmative statements, assurances and certifications signed by the contractor's responsible representative, as described in Appendix B of the RFA			
3	Included in those certifications, the contractor states that it is not excluded from entering into a contract with DHHS/State due to restrictions related to the federal debarment list, etc.			
4	Vendor meets eligibility requirements as stated in Section 2.0			
5	Vendor meets the minimum Qualification Requirements as described in Section 5.3			
6	Program's review of the Contractor verifies that the vendor is not excluded from contracting with DHHS/State for any unresolved finding for recovery			

PHASE II: CRITERIA FOR SCORING PROPOSAL/APPLICATIONS

Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated and awards made based on the following criteria considered, to result in awards most advantageous to the State. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. DHHS will consider scores, organizational capacity, and distribution among catchment areas, and variety of quality improvement plans in determining awards. Please note that Contractors not meeting the eligibility requirements or any of the minimum or mandatory requirements as stated in Phase I will not be scored.

Funding Criteria	Clarification	Maximum Score Possible	Points Awarded
I. Scope of Work		20 Maximum Points	
	Agency clearly demonstrates the capacity to serve and reach the target population and clearly outlines performance requirements.		
II. Template 2		35 Maximum Points	
	Agency describes a reasonable and well-developed project/intervention that fits into the overall mission/goal/objectives, values, and strategies of the program. (15)		
	Agency clearly describe the evaluation planned and approach(s) used. (5)		
	Agency provides a clear picture of the activities and events that are scheduled to occur. (5)		
	Community partners who are supporting service delivery are identified. (5)		
	Agency's collaboration and coordination plan with other organizations is clearly described and articulated. (5)		
III. Evidence, Practice, or Research-Based Strategies		15 Maximum Points	
	Agency clearly demonstrates that project design is supported by research or evidence-based practices.		
IV. Organizational Background/Capacity		4 Maximum Points	
	Board Member Profile is completed. (1)		
	Organizational Chart is included and provides evidence that there is a support of structure in place. (1)		
	Anticipated Revenue Summary Form is completed accurately. (1)		
	Funding Chart is completed. (1)		
V. Budget and Budget Narrative		26 Maximum Points	
	Cost are accurate and allowable. (3)		
	Contract Budget 6844S completed and calculated correctly based on instructions provided (5)		
	Budget narrative provides justification for the projected expenses, is clearly articulated and is sufficient to support the goals and activities outlined in the proposal. (10)		
	Budget includes supplemental documents, as needed (Indirect Cost Plan, Lease, etc. (5)		
	Job descriptions are included for budgeted positions and sufficiently describes staff responsibilities as they relate to SNAP-Ed. (3)		
		Subtotal	
TOTAL POINTS AWARDED	Please add section subtotals and transfer this mount to the front page of the scoring sheet.		

APPENDIX A

TERMS AND CONDITIONS

1. [HealthCare Providers](#)
2. [Private Sector](#)
3. [Local Government \(Public Sector\)](#)
4. [Other State Departments](#)
5. [Duke](#)
6. [Private University](#)
7. [Master Agreement \(UNC Systems\) incorporated by reference](#)

Select the appropriate terms and conditions for the Contractor organization and attach to the application as indicated in Section 12: Application Content and Instructions. These terms are a part of the award document for selected applications.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

Service Standards: During the term of the Agreement the Contractor and its employees, agents, and subcontractors shall provide high quality professional services consistent with the standards of practice in the geographic area and with all applicable federal, state, and local laws, rules and regulations, all applicable ethical standards, and standards established by applicable accrediting agencies. The Contractor and its employees, agents and subcontractors shall exercise independent professional judgment in the treatment and care of patients.

Records: During the term of this Agreement, the Contractor and its employees, agents, and subcontractors shall maintain complete and professionally adequate medical records consistent with the standards of practice in the geographic area and their respective health care professions. The Contractor and its employees, agents, and subcontractors shall prepare all reports, notes, forms, claims and correspondence that are necessary and appropriate to their professional services.

Licenses: During the term of this Agreement, the Contractor and its employees, agents, and subcontractors shall hold, current facility and occupational licenses and certifications at the levels required to practice their professions and to provide the contracted services in the State of North Carolina.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor or its employees, agents, or subcontractors in connection with the performance of this contract.

- (a) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
 - (1) **Professional Liability Insurance:** The Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

- (2) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
- (3) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.
- (4) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
- (5) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (A) owned by the Contractor and used in the performance of this contract;
 - (B) hired by the Contractor and used in the performance of this contract; and
 - (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance. The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.
- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach

available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The parties specifically agree that all medical and other patient records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding confidentiality of such records. These confidentiality obligations shall not terminate with the termination of this Agreement.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal

Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent

it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North

Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract.

Insurance: (a) During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (6) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
- (7) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.
- (8) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
- (9) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (A) owned by the Contractor and used in the performance of this contract;
 - (B) hired by the Contractor and used in the performance of this contract; and
 - (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.
 The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in

subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the

exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct

of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of

all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North

Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of

war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

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Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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Miscellaneous

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Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. The Contractor shall be responsible for the performance of all of its subcontractors.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Termination

Termination: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

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scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Contractor under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

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Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

Service Standards: The Contractor shall provide high quality services consistent with the standard of practice in the geographic area and with all applicable federal, state, and local laws, rules and regulations, all applicable ethical standards, and standards established by applicable accrediting agencies. The Contractor shall exercise independent professional judgment in the treatment and care of patients.

Records: The Contractor shall maintain complete and professionally adequate medical records consistent with the standards of practice and the profession. The Contractor shall prepare all reports, notes, forms, claims and correspondence that are necessary and appropriate to the Contractor's provision of professional services.

Licenses: During the term of this Agreement, the Contractor shall hold, a current license at the level required to practice the Contractor's profession and provide the contracted services in the State of North Carolina.

Indemnity and Insurance

Indemnification: The Division, the State of North Carolina and Contractor agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

(k) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

(10) **Professional Liability:** The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

(11) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.

(12) **Employer's Liability Insurance:** The Contractor shall provide employer's liability

insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(13) **Commercial General Liability Insurance or A Program of Self Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(14) **Automobile Liability Insurance or A Program of Self Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:

- (A) owned by the Contractor and used in the performance of this contract;
- (B) hired by the Contractor and used in the performance of this contract; and
- (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance. The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (l) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (m) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (n) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (o) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(p) With the exception of programs of self insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

- (q) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (r) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (s) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. Contractor may terminate this contract without cause upon 90 days prior written notice to the Division. In either event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: Either party may terminate this Agreement for any material breach of the Agreement provided the breaching party is given written notice of the breach and 30 days from receipt of such notice to correct the breaching conditions as described in the notice. If, the Contractor should fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The

filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Patents And Inventions: Any invention or discovery made or conceived in the performance of this contract (hereinafter called "*INVENTION*"), and any patent granted on such *INVENTION* shall be jointly or individually owned by Contractor and/or Division in accordance with the following criteria:

- (a) Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called "*JOINT INVENTION*") vests jointly in Division and Contractor.
- (b) Title to any *INVENTION* made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the *INVENTION* or discovery.

Publication: Contractor and its investigators are free to publish papers dealing with the results of the research project, if any, sponsored under this Contract. However, Division must be given thirty (30 days) to review such papers prior to any publication thereof. The Contractor shall acknowledge the Division's funding role in all publications.

Similar Research: Nothing in this Contract may be construed to limit the freedom of the Contractor or of its

researchers who are participants under the Contract from engaging in similar research made under grants, contracts, or agreements with parties other than the Division.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: In the performance of this Agreement, the Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity in the performance of this Agreement.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements in the performance of this Agreement and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Contractor under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. Subject to the foregoing provisions, Contractor reserves the right to use the results of all services provided under this contract for its teaching, research and publication purposes, provided such use is otherwise permitted by applicable law.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor

shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: In accordance with the State's basic records retention policy, records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of the Division during the period specified in the Stat's records retention policy and in accordance with state and federal law. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary

to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules.

International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

Service Standards: The Contractor shall provide high quality services consistent with the standard of practice in the geographic area and with all applicable federal, state, and local laws, rules and regulations, all applicable ethical standards, and standards established by applicable accrediting agencies. The Contractor shall exercise independent professional judgment in the treatment and care of patients.

Records: The Contractor shall maintain complete and professionally adequate medical records consistent with the standards of practice and the profession. The Contractor shall prepare all reports, notes, forms, claims and correspondence that are necessary and appropriate to the Contractor's provision of professional services.

Licenses: During the term of this Agreement, the Contractor shall hold, a current license at the level required to practice the Contractor's profession and provide the contracted services in the State of North Carolina.

Indemnity and Insurance

Indemnification: The Division, the State of North Carolina and Contractor agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

- (t) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

(15) **Professional Liability:** The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

(16) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.

(17) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(18) **Commercial General Liability Insurance or A Program of Self Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(19) **Automobile Liability Insurance or A Program of Self Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:

(A) owned by the Contractor and used in the performance of this contract;

(B) hired by the Contractor and used in the performance of this contract; and

(C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(u) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(v) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(w) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(x) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(y) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(z) With the exception of programs of self insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(aa) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(bb) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(cc) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. Contractor may terminate this contract without cause upon 90 days prior written notice to the Division. In either event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: Either party may terminate this Agreement for any material breach of the Agreement provided the breaching party is given written notice of the breach and 30 days from receipt of such notice to correct the breaching conditions as described in the notice. If, the Contractor should fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach

available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Patents And Inventions: Any invention or discovery made or conceived in the performance of this contract (hereinafter called "*INVENTION*"), and any patent granted on such *INVENTION* shall be jointly or individually owned by Contractor and/or Division in accordance with the following criteria:

- (a) Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called "*JOINT INVENTION*") vests jointly in Division and Contractor.
- (b) Title to any *INVENTION* made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the *INVENTION* or discovery.

Publication: Contractor and its investigators are free to publish papers dealing with the results of the research project, if any, sponsored under this Contract. However, Division must be given thirty (30 days) to review such papers prior to any publication thereof. The Contractor shall acknowledge the Division's funding role in all publications.

Similar Research: Nothing in this Contract may be construed to limit the freedom of the Contractor or of its researchers who are participants under the Contract from engaging in similar research made under grants, contracts, or agreements with parties other than the Division.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: In the performance of this Agreement, the Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity. In the performance of this Agreement.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements in the performance of this Agreement and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Contractor under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. Subject to the foregoing provisions, Contractor reserves the right to use the results of all services provided under this contract for its teaching, research and publication purposes, provided such use is otherwise permitted by applicable law.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: In accordance with the State's basic records retention policy, records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of the Division during the period specified in the Stat's records retention policy and in accordance with state and federal law. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families

(TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

APPENDIX B

REQUIRED DOCUMENTS & CERTIFICATIONS

Links to Documents and Corresponding Instructions for ALL Applicants

- [Template 2](#)
- [Scope of Work](#)
- [Performance Measure Chart](#)
- [Contract Budget -6844S Worksheet](#)
- [Contract Budget -6844S Instructions](#)
- [Contract Budget Narrative](#)
- [Contract Budget Narrative Sample](#)
- [State Certification](#)
- [Federal Certifications](#)

Other Documents Required for ALL Applicants

- SAM Active Record
- Signature Authority Documentation
- Indirect Cost Rate Plan (if budgeting indirect cost)
- Indirect Cost Declination Letter (if not budgeting indirect cost)
- Job Descriptions
- Current Lease Agreement (if budgeting Cost of Space)

Links to Additional Documents Required for Non-Profits

- [Board Member Profile](#)
- [Anticipated Revenue Summary](#)
- [Funding Chart](#)
- [Notice of Certain Reporting Requirements](#)
- [No Overdue Tax Debts Form](#) (Notarized on Agency Letterhead)
- [IRS Tax Exemption Verification Form](#)
- [Conflict of Interest Verification – Annual Form](#)
- [Conflict of Interest Acknowledgement and Policy](#) (New Vendors)
- [Federal Funding and Accountability Transparency Act \(FFATA\) Form](#)
- [Cost Allocation Plan Certification](#)

Other Documents Required for Non-Profits

- Organizational Chart
- Cost Allocation Plan
- IRS Tax Exempt Status Letter (dated within the last five years)

Template 2: SNAP-Ed State Goals, Objectives, Projects, Campaigns, Evaluation, and Collaboration



Template2
Goals-Objectives-Pro

DIRECT CLIENT SERVICES CONTRACT

SCOPE OF WORK



Scope Of Work.doc

Performance Measure Chart



Performance
Measures Chart.doc

Contract Budget-6844S Worksheet



Contract
Budget-6844S.xls

Contract Budget-6844S Instructions



Contract
Budget-6844S Instru

Contract Budget Narrative



Contract Budget
Narrative.docx

Contract Budget Narrative Sample



Contract Budget
Narrative Sample.doc

State Certifications



State
Certification.docx

FEDERAL CERTIFICATIONS



Federal
Certifications.doc

BOARD MEMBER PROFILE



Board Member
Profile.doc

ANTICIPATED REVENUE SUMMARY



Anticipated
Revenue Summary.d

FUNDING CHART



Funding Chart.doc

Notice of Certain Reporting and Audit Requirements



Notice of Certain
Reporting Requirem

No Overdue Tax Debt



No Overdue Tax
Debts.doc

IRS Tax Exemption Verification Form (Annual)



IRS Tax Exempt
Verification.doc

Conflict of Interest Verification (Annual)



Conflict of Interest
Verification-Annual.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY



Conflict of Interest
Acknowledgement &

FFATA REPORTING SECTION FOR PRIOR FISCAL YEAR



FFATA Form.doc

CERTIFICATE OF COST ALLOCATION PLAN



Cost Allocation
Plan Certificate.docx

ATTACHMENT A

SMART FORMAT

Many different thinkers have proposed the framework of “SMART Objectives” to assist educators and program planners in developing strong objectives. Michael Patton (2008) discusses SMART Objectives using the following mnemonic:

Specific
Measurable
Achievable
Relevant
Time-bound

Specific: Does the objective explicitly state how the target audience will change? In contrast to goals, which are purposefully broad, objectives should be specific and should clearly communicate the desired change that will take place. In Extension programs, objectives should clearly state what knowledge will be built, what attitudes will be changed, what skills will be strengthened, or what behaviors will be increased. Additionally, the specific audience that will experience the change should be identified when possible (e.g., people with diabetes, homeowners, youth in 4-H, etc.). Objectives should be concrete and easily understood.

Measurable: Is the objective measurable and are you able to measure it? To be useful, objectives need to be measurable in the context of Extension programming. Extension agents should be able to describe the ways in which objectives will be measured to assess progress. This means that Extension agents should describe the means by which they will measure the possible change in their target audience (e.g., workshop survey, follow-up survey, interview, observation, etc.).

Achievable: Is the objective achievable given the resources and program you have in place? Objectives should be reasonable, realistic, and achievable within the context of the program being proposed or delivered. When objectives are developed for a new program, it can be difficult to assess what is realistic. However, once a program is in place, an analysis of evaluation data can be used to inform future expectations regarding program performance. Other agents delivering similar programs may also be a source for “benchmarking” how much change is realistic to anticipate.

Relevant: Does the objective align with the larger goals of the program and with the goals of the participants? Objectives should align with the overarching goals of the educational program and should be consistent with the participants’ desires for increased knowledge or behavioral change. When this alignment takes place, the objectives are relevant and can be used to describe progress toward the larger programmatic goals.

Time-bound: Does the objective state the time frame for the proposed change? It is helpful to place a time boundary on the achievement of objectives. Because Extension reporting takes place on an annual basis, many objectives are written with an understanding that they should be achieved within the programmatic year. Objectives can also be set relative to time frames following programming, such as “immediately after training” or “within six months after training.” Typically, these time boundaries

should correspond to the data collection time table (i.e., When will you collect post-test data? When will you collect follow-up data?).

Examples:

Objective 1: By September 30, 2019, 50% of the adults participating in the xxx Program (project), as reported by pre and post testing, will increase their fruit and vegetable intake.

Objective 2: By September 30, 2019, 50% of kindergarten children participating in the xxx Program (project), as reported by their teachers and parents, will improve their willingness to taste vegetables.

Objective 3: By September 30, 2019, 50% of kindergarten children participating in the xxx Program (project), as reported by their teachers and parents, will increase their physical activity.

ATTACHMENT B

DEFINITIONS

Activity refers to actual work performed by program personnel to implement objectives.

Administrative Costs refers to the financial costs characterized by the following types of activities:

- Dollar value of salaries and benefits associated with staff time dedicated towards the administration of SNAP-Ed
- Cost of training for performing administrative functions like record keeping and accounting, etc.
- Operating Costs
- Indirect costs for those administrative staff not covered above.
- Other overhead charges associated with administrative expenses (i.e. space, human resource services, etc.)

Allowable Cost refers to costs that are reimbursable from Federal program funds because they support SNAP-Ed and conform to Government-wide and SNAP-specific cost policy.

Behavior indicates action rather than knowledge or attitudes.

Behaviorally Focused Nutrition Messages are those that are (a) related to healthy food choices, for example, eating lower fat foods, adding one fruit each day, and switching to whole grain breads; (b) related to other nutritional issues, for example encouraging breast feeding practices, or physical activity (c) related to the environmental impact of dietary practices including safe food handling, promoting community walking groups (d) related to food shopping practices that increase purchasing power and availability of food including using store coupons, joining store clubs for added discounts, and purchasing in bulk, and (e) food security such as applying for nutrition assistance programs (i.e. WIC, SNAP, Child Nutrition Programs, Food Distribution Programs, etc.).

Census Tracts are small, relatively permanent geographic entities within counties (or the statistical equivalent of counties) delineated by a committee of local data users. Generally, census tracts have between 2,500 and 8,000 residents and boundaries that follow visible features. Census tract data may be used in targeting audiences for delivery of SNAP-Ed.

EARS, the Education and Administrative Reporting System, is an annual data and information collection process completed by SNAP State agencies. It collects uniform data and information on nutrition education activities funded by SNAP during the prior fiscal year.

Evidence-Based Approach for nutrition education and obesity prevention is defined as the integration of the best research evidence with best available practiced-based evidence. The best research evidence refers to relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence. Practice-based evidence refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential.

Fiscal Year is the Federal Fiscal Year that runs from October 1 of one year through September 30 of the following year.

Full-Time Equivalent (FTE) employment, as defined by the Federal government, means the total number of straight-time hours (i.e., not including overtime pay or holiday hours) worked by employees divided by the number of compensable hours (2,080 hours) in the fiscal year. Annual leave, sick leave, compensatory time off, and other approved leave categories are considered “hours worked” for purposes of defining FTE employment.

Grantee means the agency of the State responsible for administering SNAP.

Implementing Agencies contract with State agencies to provide SNAP-Ed and include Expanded Food and Nutrition Education Program (EFNEP), State departments of health or education, State level nutrition networks, food banks, and other organizations.

Indirect Cost Rate is a rate typically computed by summing all indirect costs then dividing the total by the Modified Total Direct Costs. Indirect cost rates applied in the SNAP-Ed plan shall be documented through an indirect cost plan that is approved by a cognizant agency.

Low-Income Persons are people participating in or applying for SNAP, as well as people with low financial resources defined as gross household incomes at or below 185 percent of poverty. National School Lunch Program data on the number of children eligible for free and reduced-priced meals, which represents children in families with incomes at or below 185 percent of poverty, or Census data identifying areas where low-income persons reside, are examples of available data sources that can be used to identify low-income populations.

Needs Assessment is the process of identifying and describing the extent and type of health and nutrition problems and needs of individuals and /or target populations in the community.

Outcome measure is the determination and evaluation of the results of an activity, plan, process, or program and their comparison with the intended or projected results.

Output measure is the calculation, recording, or tabulation of the results of an activity effort, or process that can be expressed in numbers (quantitatively).

Performance measure is a quantifiable indicator used to assess how well an organization or business is achieving its desired objectives.

Practice-Based Evidence refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential.

Project means a discrete unit of nutrition education or obesity prevention intervention which is distinguished by a specifically identified low-income target population. Example: The program is “Seniors Living Healthy” the project is Let’s Exercise More, or Eating on a Budget.

SNAP Nutrition Education and Obesity Prevention Services are any combination of educational strategies, accompanied by environment supports, designed to facilitate voluntary adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP participants and low-income individuals eligible to participate in SNAP and other means-tested Federal assistance programs. Nutrition education and obesity prevention services are delivered

through multiple venues and involves activities at the individual, community, and appropriate policy levels. Acceptable policy level interventions are activities that encourage healthier choices based on the current *Dietary Guidelines for Americans*.

SNAP-Ed Plan is an official written document that describes SNAP-Ed services States may provide. It should clearly describe goals, priorities, objectives, activities, procedures used, and resources including staff and budget, and evaluation method.

SNAP-Ed Target Audience is SNAP participants and low-income individuals eligible to receive SNAP or other means-tested Federal assistance programs benefits.

State Agency means the agency of State government which is responsible for the administration of the federally aided public assistance programs within the State.

Sub-grantee means the organization or person to which a state agency, as grantee, takes an agreement to conduct nutrition education and obesity prevention activities.

ATTACHMENT C

Checklist for Evidence Based Approaches: SNAP-Ed

The purpose of this 4-step checklist is to help States and Implementing Agencies meet SNAP-Ed evidence-based program and practice requirements. An evidence-based approach for nutrition education and obesity prevention is defined as “the integration of the best research evidence with the best available practice-based evidence.” Evidence-based allowable uses of SNAP-Ed funds include conducting and evaluating education and social marketing interventions, and implementing and measuring policy, systems, and environmental change strategies that will make it easier for low-income persons to make healthy dietary choices and be physically active.

An evidence-based approach may include a mix of strategies (broad approaches to intervening on obesity prevention target areas) and interventions (specific set of evidence-based, behaviorally-focused activities and/or actions to promote healthy eating and active lifestyles). The *SNAP-Ed Strategies and Interventions: An Obesity Prevention Toolkit for States* at <https://snapedtoolkit.org/> contains a listing of many evidence-based strategies and interventions in child care, school, community, and family settings. The Toolkit is the starting point for choosing evidence-based obesity prevention programs for SNAP-Ed.

Categories of Evidence-Based Approaches

FNS has identified three categories of evidence for strategies and interventions along a continuum: research-tested, practice-tested, and emerging. These categories vary according to scientific rigor, evaluation outcomes, research translation, and degree of innovation. Each category along the continuum is vital for expanding and building the knowledge base on effective practices. Movement along the continuum requires that programs are fully implemented and evaluated.

Research-tested: The approach is based upon relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence, and other published studies and evaluation reports that demonstrate significant effects on individual behaviors, food/physical activity environments, or policies across multiple populations, settings, or locales.

Examples: *Color Me Healthy*, *Baltimore Healthy Stores*, *Nutrition and Physical Activity Self-Assessment for Child Care* (NAP SACC)

Practice-tested: The approach is based upon published or unpublished evaluation reports and case studies by practitioners working in the field that have shown positive effects on individual behaviors, food/physical activity environments, or policies.

Examples: *Eat Well Play Hard in Child Care Settings* (New York), *Empowering Healthy Choices in Schools and Homes* (Georgia)

Emerging: The approach includes community- or practitioner-driven activities that have the potential for obesity prevention, but have not yet been formally evaluated for obesity prevention outcomes. Evaluation indices may reflect cultural or community-informed measures of success.

Examples: *Eat Smart in Parks (Missouri)*, *Fit Business Kit Worksite Program (California)*

Intervention or Strategy Name:

Step 1: Many strategies or interventions have already been reviewed for their effectiveness for nutrition education and obesity prevention. To begin, check if the approach is recognized as evidence-based by at least one government or scientific agency, or listed in a registry reviewed by experts and researchers in nutrition education and obesity prevention.	Yes	No
National Collaborative for Childhood Obesity Research: SNAP-Ed Interventions Toolkit https://snaped.fns.usda.gov/snap/SNAPedStrategiesAndInterventionsToolkitForStates.pdf		
Food and Nutrition Service: Nutrition Evidence Library http://www.nel.gov		
National Cancer Institute: Research-Tested Interventions Program http://rtips.cancer.gov/rtips/programSearch.do		
U.S. Department of Health and Human Services: Guide to Community Preventive Services http://www.thecommunityguide.org/index.html		
U.S. Department of Health and Human Services: Rural Obesity Prevention Toolkit https://www.ruralhealthinfo.org/community-health/obesity		
What Works for Health: Policies and Programs to Improve Wisconsin's Health http://whatworksforhealth.wisc.edu/		
University of North Carolina Center of Excellence for Training and Research Translation http://www.centertrt.org/?p=interventions_overview		
Other (specify, attach with submission):		

Notes/Comments:

If you answered to yes to any of the above, congratulations, your strategy or intervention has been certified as research- or practice-tested! If you answered no, go to Step 2.

Step 2: Search for evaluation results for your intervention or strategy with a university or public health partner using the following guidelines.	Yes	No
Is there at least one peer-reviewed ¹ , scientific journal article that concludes your approach has significant positive impacts on individual behaviors, food/physical activity environments, or obesity prevention policies?		
Was the approach tested and compared against some type of control condition present (e.g., a similar venue or population that does not receive the intervention or strategy) with significant positive effects?		

Notes/Comments (including applicable supporting files to be attached with submission):

If you answered yes to both items A and B, your approach is research-tested. Else, go to item C.

Step 2: Search for evaluation results for your intervention or strategy with a university or public health partner using the following guidelines.	Yes	No
Is there at least one evaluation report or case study that shows your approach has positive changes in individual behaviors, food/physical activity environments, or obesity prevention policies? Indicate title of report or study: Please attach files in the submission		

Notes/Comments (including applicable supporting files to be attached with submission):

If you answered yes to item C, your approach is practice-tested. Else, go to Step 3.

Step 3: Many strategies or interventions have the potential for obesity prevention, but have not been thoroughly tested. The following criteria will help categorize an emerging approach.	Yes	No
Does the approach align with the <i>Dietary Guidelines for Americans</i> http://health.gov/DietaryGuidelines/ , the <i>Physical Activity Guidelines for Americans</i> , http://health.gov/paguidelines/ and/or <i>Healthy People 2020 objectives for Nutrition and Weight Status</i> http://www.healthypeople.gov/2020/topics-objectives/topic/nutrition-and-weight-status/objectives?topicId=29?		
Does the approach reflect the budgetary and time constraints of the low-income population?		
Does the approach reflect solutions that would make healthy eating and physically active lifestyles easier and more appealing to SNAP-Ed participants? (Solutions that make healthy choices easier may include changes in food retail, food distribution, or recreation facilities, including hours of operation, price, promotion, placement, marketing, communication, and related operations and policies)		
Will the approach be evaluated for changes in individual behaviors, food/physical activity environments, or obesity prevention policies?		

If you answered yes to items A – D, go to item E. Else, your approach is not considered emerging for SNAP-Ed.

¹ Peer-reviewed articles have been critiqued by the author's peers, who are experts in a given field or academic discipline. Articles published in peer-reviewed journals meet standards of excellence in scientific research. Examples of peer-reviewed journals with SNAP-Ed articles include: *Journal of Nutrition Education and Behavior* and *Preventing Chronic Disease*.

Step 3: Many strategies or interventions have the potential for obesity prevention, but have not been thoroughly tested. The following criteria will help categorize an emerging approach.	Yes	No
Does the approach reflect the social, cultural, and/or linguistic needs and resources of the low-income population(s) served?		
Does the approach address the results and implications of a state or community needs assessment?		
Does the approach address state or local priorities/strategic plans?		

Notes/Comments (including applicable supporting files to be attached with submission):
If you answered yes to items E, F, or G (any one of them), your approach is emerging.
Designate which category of evidence applies:

Step 4. For implementation purposes: There are different expectations for program implementers when choosing among research-tested, practice-tested, or emerging approaches. Research-tested programs, and some practice-tested programs, have existing guidelines, materials, and tools for implementers to use upon appropriate training on program delivery. For certain emerging programs, there may be a need for development and audience testing of new strategies and concepts, which may be cost prohibitive. For each of the following criteria, you can use the symbols to the right to help identify what is required, preferred, or possible.	Research Tested	Practice Tested	Emerging
Use SMART (simple, measurable, attainable, realistic, timely) objectives	Required	Required	Required
Justify that the reach of the SNAP-Ed population warrants the cost of the intervention	Required	Required	Required
Justify the use of a novel or creative approach	Possible	Preferred	Required
Use existing materials, implementation guides, and resources	Required	Preferred	Possible
Conduct formative research, including audience testing	Possible	Preferred	Required
Conduct a limited duration pilot test, and refine strategy	Possible	Preferred	Required
Gain stakeholder input and put into place partnership agreements to support implementation and sustainability.	Required	Preferred	Preferred
Ensure facilities and support provided by partners are available on a consistent basis	Required	Preferred	Preferred
Train staff to implement the intervention	Required	Preferred	Possible
Assess that staff have a clear understanding of the nature of the intervention, how it is being implemented, and their role	Required	Preferred	Preferred
Determine whether implementation occurs as intended	Required	Preferred	Preferred
Replicate across multiple populations and venues	Required	Preferred	Possible
Evaluate outcomes with appropriate follow-up period based on program model	Preferred	Preferred	Required

References:

Baker, S; Auld, G; MacKinnon, C; Ammerman, A; Hanula, G; Lohse, B; Scott, M; Serrano, E; Tucker, E; and Wardlaw, M. Best Practices in Nutrition Education for Low-Income Audiences (2014).

Brennan L, Castro S, Brownson RC, Claus J, Orleans CT. Accelerating evidence reviews and broadening evidence standards to identify effective, promising, and emerging policy and environmental strategies for prevention of childhood obesity. *Annu Rev Public Health* 2011;32:199-223

Cates, S., Blitstein, J., Hersey, J., Kosa, K., Flicker, L., Morgan, K., and Bell, L. *Addressing the Challenges of Conducting Effective Supplemental Nutrition Assistance Program Education (SNAP-Ed) Evaluations: A Step-by-Step Guide. Prepared by Altarum Institute and RTI International for the U.S. Department of Agriculture, Food and Nutrition Service, March 2014.*

Kaplan GE, Juhl AL, Gujral IB, Hoaglin-Wagner AL, Gabella BA, McDermott KM. Tools for Identifying and Prioritizing Evidence-Based Obesity Prevention Strategies, Colorado. *Prev Chronic Dis* 2013;10:1202

ATTACHMENT D

Checklist for Public Health Approaches: SNAP-Ed

The Healthy Hunger-Free Kids Act of 2010 transformed SNAP-Ed into a nutrition education and obesity prevention grant program, explicitly adopting obesity prevention as a major emphasis and allowing comprehensive community and public health approaches for low-income populations. The purpose of this checklist is to help States and Implementing Agencies use a public health approach for planning and implementing SNAP-Ed projects. Following a general outline for program planning in public health, there are three core steps: 1) engagement and assessment, 2) program development and implementation, and 3) monitoring and evaluation. This checklist provides examples of each of these steps. The checklist begins by describing the types of SNAP-Ed policy, systems, and environmental change strategies and interventions, and then provides steps and examples of program planning in public health. Please keep in mind that in practice, these processes are more parallel and iterative, than they are linear. SNAP-Ed programming may include comprehensive, multi-level interventions at multiple complementary organizational and institutional levels. These approaches may address several or all elements or levels of the socio-ecological model (SEM) and may target individual factors, environmental settings, sectors of influence, and social/cultural norms and values.

Categories of Public Health Approaches

Selected strategies should respond to unmet community need for public health approaches that will make it easier for low-income children and families to engage in lifelong behavioral changes. Policies, systems, and environmental (PSE) approaches intend to supplement individual, group and community-based educational strategies used by nutrition and physical activity educators in a multi-component program delivery model. Education combined with PSE is more effective than either strategy alone in preventing overweight and obesity.

SNAP-Ed providers can implement community and public health approaches that affect a large segment of the population rather than solely targeting the individual or a small group. Community and public health approaches include three complementary and integrated elements: education, marketing/promotion, and policy, systems, and environmental approaches. Using these three elements helps create conditions where people are encouraged to act on their education and awareness and where the healthy choice becomes the easy and preferred choice, which is facilitated through changes in policy, systems, and the environment. By focusing activities on settings with large proportions of low-income individuals and using evidence-based interventions that are based on formative research with SNAP-Ed audiences, public health approaches can reach large numbers of low-income Americans and might produce meaningful impact.

Policy: A written statement of an organizational position, decision, or course of action. Ideally policies describe actions, resources, implementation, evaluation, and enforcement. Policies are made in the public, non-profit, and business sectors. Policies will help to guide behavioral changes for audiences served through SNAP-Ed programming.

Example: A school that serves a majority low-income student body writes a policy that allows the use of school facilities for recreation by children, parents, and community members during non-school hours. The local SNAP-Ed provider can be a member of a coalition of community groups that work with the school to develop this policy.

Systems: Systems changes are unwritten, ongoing, organizational decisions or changes that result in new activities reaching large proportions of people the organization serves. Systems changes alter how

the organization or network of organizations conducts business. An organization may adopt a new intervention, reallocate other resources, or in significant ways modify its direction to benefit low-income consumers in qualifying sites and communities. Systems changes may precede or follow a written policy.

Example: A local food policy council creates a farm-to-fork system that links farmers and local distributors with new retail or wholesale customers in low-income settings. The local SNAP-Ed provider could be an instrumental member of this food policy council providing insight into the needs of the low-income target audience.

Environmental: Includes the built or physical environments which are visual/observable, but may include economic, social, normative or message environments. Modifications in settings where food is sold, served, or distributed may promote healthy food choices. Signage that promotes the use of stairwells or walking trails may increase awareness and use of these amenities. Social changes may include shaping attitudes among teachers or service providers about time allotted for physical activity breaks. Economic changes may include financial disincentives or incentives to encourage a desired behavior, such as purchasing more fruits and vegetables. Note that SNAP-Ed funds may not be used to provide the cash value of financial incentives.

Example: A food retailer serving SNAP participants or other low-income persons institutes in-store signage with free educational materials to encourage consumer selection of healthier food options based on the Dietary Guidelines for Americans and MyPlate. A SNAP-Ed provider can provide consultation and technical assistance to the retailer on preferred educational materials and positioning of signage to reach the target audience through this channel.

Step 1. Engagement and Assessment: Findings from assessing the needs and assets of local settings should inform the selected PSE approach. The following are common components of stakeholder engagement and community assessments.	Yes	No	Additional Info.
Collect and analyze qualitative and quantitative data from primary and secondary sources. Primary data is data that one collects directly through surveys, interviews, and focus groups; it often adds local or unique information difficult to obtain through secondary data. Secondary data is existing data which has already been collected by someone else. Previous evaluation data may also be useful to the assessment.			
Incorporate stakeholder (e.g. local decision makers, program partners, program participants) priorities and local initiatives to determine the appropriate strategies.			
Engage communities of focus and gain an understanding of current issues of importance and relevance to them.			
Form community advisory groups, or other bodies to facilitate and maintain stakeholder input.			
Coordinate with other FNS-funded programs such as the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), the Child Nutrition Programs which include the National School Lunch Program, and Summer Food Service Program, to help ensure SNAP-Ed fills in gaps left by other nutrition programs.			
Partner with other existing services and resources at the national, State, and local levels to further the reach and impact of SNAP-Ed activities. Developing and enhancing partnerships is critical to instituting policy, systems, and environmental change strategies in communities.			
Assess settings that are conducive to reaching a large segment of the population, which otherwise would be challenging to reach one person at a time.			
Assess areas with barriers to the availability and/or accessibility of healthy options (e.g. access to healthy and affordable grocery stores, safe pedestrian walkways, and parks and open spaces).			
Determine what will serve as baseline data.			

Step 2. Program Development and Implementation: The program design is based on the conclusions drawn in the Engagement and Assessment phase, and developed as an appropriate response to the identified issues. Be sure to build goals and objectives which reflect the socio-ecological model (SEM). The following are components of program development and implementation used in public health planning processes.	Yes	No	Additional Info.
Identify target population(s) to work with for the intervention.			
Identify appropriate PSE approaches, which complement direct and indirect education strategies, based on the results from Step 1. Engagement and Assessment.			
<p>Select and align goals and SMART (simple, measurable, attainable, realistic, timely) objectives in at least two levels of the SEM with the Multi-Level Frameworks, such as the:</p> <p>SNAP-Ed Evaluation Framework https://snaped.fns.usda.gov/snap/EvaluationFramework/SNAP-EdEvaluationFrameworkInterpretiveGuide.pdf</p> <p>CDC Obesity Prevention Framework http://www.cdc.gov/pcd/issues/2012/11_0322.htm, or</p> <p>NIFA Community Nutrition Education Logic Model https://nifa.usda.gov/resource/community-nutrition-education-cne-logic-model</p>			
Create a logic model that clearly links each component of the policy and program changes to one another, and connects these to the overall, long-term outcome of improved nutrition, physical activity, and maintenance of normal body weight.			
Select and train implementers.			
Facilitate adoption, implementation, and maintenance.			
Determine which existing materials, implementation guides, and resources are appropriate to utilize.			
Create and develop additional resources, products, and project materials.			
Communicate progress to stakeholders.			

Step 3. Evaluation: The changes that occur as a result of the strategies used can be observed at the individual, environmental and systems levels. Evaluating SNAP-Ed interventions using outcome measures that are specific to each intervention and the overall impact using appropriate measures/indicators. The following are components of evaluation commonly used in public health interventions.	Yes	No	Additional Info.
Choose evaluation outcomes with realistic and appropriate measures.			
Collect evaluation data that will inform decisions to be made throughout implementation and later, maintenance/improvement of the project.			
Conduct a process evaluation.			
Determine whether implementation occurs as intended.			
Describe the reach of the intervention in terms of settings or neighborhoods. For example, the number of SNAP-Ed eligibles that benefitted from the change(s) during the period assessed. Refer to RE-AIM (Reach, Effectiveness, Adoption, Implementation, and Maintenance) model in the SNAP-Ed Evaluation Framework.			
Conduct an outcome evaluation.			
Continue to monitor outcomes and make continuous program improvements.			
Replicate across multiple populations and venues, making adjustments according to context.			
Communicate and disseminate results to stakeholders and funders.			

Policy, Systems, and Environmental (PSE) Approaches

Examples of PSE approaches that complement direct or indirect nutrition education. Check the corresponding box for those that have the potential to fit your project. This list is not exhaustive; please write-in other proposed approaches for review.	Yes	No
Use community or place-based messaging to promote access and appeal for healthy foods, beverages, and/or physical activity.		
Use digital or social media to promote access and appeal for healthy foods, beverages, and/or physical activity.		
Mobilize community partnerships around healthy eating and active living.		
Develop wellness policies in schools, after-school, or child care settings sites that support children and family nutrition and health.		
Participate in state or local food policy councils.		
Create healthy corner stores or food retail policies and organizational practices.		
Develop nutrition standards at emergency food distribution sites.		
Develop point-of-purchase marketing/signage at food retailers or food distribution sites.		
Providing training on Smarter Lunchroom Movements in school cafeterias.		
Develop systems that refer and link SNAP recipients to SNAP-Ed, and vice versa.		
Improve the quality of foods and beverages sold in vending machines.		
Provide training or technical assistance to health or community professionals on obesity prevention.		
Develop healthy procurement policies, healthy nutrition standards, and/or signage for senior nutrition centers and other congregate meals providers.		
Promote farmers markets, including SNAP at farmers markets.		
Create work-site or church-based SNAP-Ed programs.		
Link farms to institutions through farm stands or farm-to-where-you-are initiatives.		
Cultivate community or school gardens.		
Allow for the use of school facilities for recreation during non-school hours.		
Promote access/appeal, or policy changes to support physical activity or exercise.		
Other, specify:		

ATTACHMENT E

COST ALLOCATION PLAN SAMPLE

Purpose: The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures used to allocate costs to various programs, grants, contracts and agreements.

Salaries – Documented with timesheets and time/effort reports showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries are charged directly to the program for which work has been done.

Fringes (Statutory benefits, health, dental, life and disability benefits) – Allocated in the same manner as salaries. Vacation, holiday and sick pay is also allocated in the same manner as salaries.

Travel Costs – Allocated based on the purpose of the travel. All travel costs are charged directly to the program for which the travel was incurred. Costs that benefit more than one program will be allocated based on the FTE percentage charged to those programs.

Equipment Purchases – Equipment used solely by one program is charged directly to the program using the equipment. Costs that benefit more than one program will be allocated based on the FTE percentage charged to those programs.

Allocation based on FTEs: There are XXXX FTEs employed through the SNAP-ED contract. Contractor employs a total of XXXX FTEs annually. To calculate expense charged to the SNAP-ED contract the SNAP-ED FTEs are divided by the total contractor FTEs.

Office/Program/Educational Supplies – Allocated to the program benefiting from the service. Costs that benefit more than one program will be allocated based on the FTE percentage charged to those programs.

Utilities (telephone, electric, water) - Allocated to the program benefiting from the service. Costs that benefit more than one program will be allocated based on the FTE percentage charged to those programs.

Media/Communications – Expenses used for a specific program will be charged directly to that program to the extent possible. Costs that benefit more than one program will be allocated based on the FTE percentage charged to those programs.

Postage – Allocated based on usage. Expenses used for a specific program will be charged directly to that program to the extent possible. Costs that benefit more than one program will be allocated based on the FTE percentage charged to those programs.

Insurance – Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the FTE percentage charged to those programs.

Contracted Services (evaluation, payroll, accounting, graphic design, consultants, etc.) – Costs are charged directly to the program for which the service was incurred. Costs that benefit more than one program will be allocated based on the FTE percentage charged to those programs.

**FOR EACH LINE ITEM BUDGETED IN THE CONTRACT BUDGET 6844-S,
EXPLAIN THE METHODOLOGY FOR COST ALLOCATING AND CERTIFY
BY COMPLETING THE BELOW.**